McKinley, 24 Ia. 69. Others have said that the vendee's notice of the easement is enough to exclude it from the covenant. *Desvergers* v. *Willis*, 56 Ga. 515. And others hold that the open and public way in which the easement is evidenced places a duty upon the vendee to take notice. *Patterson* v. *Arthurs*, 9 Watts (Pa.) 152.

DAMAGES — EXCESSIVE DAMAGES — LATITUDE ALLOWED TO "NOMINAL DAMAGES." — In an action for failure to transmit a telegram, the court restricted the plaintiff to the recovery of nominal damages. The jury returned a verdict for $250. The defendant moved for a new trial on the ground that the amount was excessive. *Held*, that the motion be denied. *Western Union Telegraph Co.* v. *Glenn*, 68 S. E. 881 (Ga., Ct. App.).

In this case, though accepting the definition that nominal damages are a trivial sum, the court adopts the reasoning of an earlier Georgia decision, that the term is purely relative, depending "upon the vastness of the amount involved." *Sellers* v. *Mann*, 113 Ga. 643. Properly speaking the only sum involved is that which the plaintiff can recover, which in this case is nominal damages, and so the court's theory reduces itself to an absurdity. If, however, the theory is that the term is relative to the amount claimed, it is equally unsound. That the amount of the claim bears no relation to the damages is shown by two types of cases. The plaintiff may recover nominal damages where no actual damage has occurred to give rise to any claim. *Grau* v. *Grau*, 37 Ind. App. 635. And where not only no damage is claimed, but the plaintiff has benefited by the wrong, exactly the same recovery is had. *Excelsior Needle Co.* v. *Smith*, 61 Conn. 56. It makes no difference whether the plaintiff claims much or little, if his right to damages rests only on a technical cause of action.

EXEMPTIONS — MORTGAGE OF FUTURE EXEMPT GOODS. — A, a resident of Michigan, assigned as security to B all his goods which were then or might be thereafter exempt from levy and sale on execution, and authorized B to demand and select the same. *Held*, that B's claim should be allowed against A's assignee in bankruptcy. *In re Hastings*, 24 Am. B. Rep. 360 (C. C. A., 6th Circ.).

The true policy of the exemption laws would seem to forbid an assignment of a right so personal in its nature. A few cases sustain this principle. *Howland* v. *Fuller*, 8 Minn. 50; *Lane* v. *Richardson*, 104 N. C. 642. On principle, too, the mortgaging of after-acquired property should not give a right good against third parties. See 19 HARV. L. REV. 557. But the court in the principal case was bound on these points by the decisions of the Michigan courts. *Wilson* v. *Perrin*, 62 Fed. 629. By those decisions a mortgagee of exempt property is entitled to it as against creditors. *Buckley* v. *Wheeler*, 52 Mich. 1. And the law of Michigan recognizes the validity of chattel mortgages comprising after-acquired property. *Louden* v. *Vinton*, 108 Mich. 313. These propositions, however, do not necessarily involve the conclusion drawn from them by the court, — that a mortgage is valid which comprises all the exempt property which the mortgagor may acquire in future. Such an extension of a principle of dubious expediency might well have been avoided on grounds of policy similar to those which render ineffectual an assignment of wages to be earned under a contract not yet made. *Herbert* v. *Bronson*, 125 Mass. 475.

HIGHWAYS — REGULATION AND USE — MOVING A HOUSE. — The defendant procured a license from a municipality to move a house through the streets. The plaintiff operated a street railway under a franchise giving it the right to maintain poles and wires. The defendant in moving would interfere with the plaintiff's wires. The plaintiff asked for an injunction restraining the defend-